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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12

OCTOBER 20, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

October 20, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT TO PARTNERSHIP AGREEMENT WITH LOS ANGELES UNIFIED SCHOOL DISTRICT (ALL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to amend the Partnership Agreement with the Los Angeles Unified School District (LAUSD) to provide a school-based health assessment program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 1 to the no-cost Partnership Agreement No. H-205037 with LAUSD to include health assessment services provided by LAC+USC Medical Center (LAC+USC) staff at LAUSD-identified school sites, effective on the date of Board approval and continuing until terminated by either County or LAUSD by the provision of a 20-calendar-day written notice to the other party.
2. Delegate authority to the Interim Director of Health Services, or his designee, to amend Partnership Agreement No. H-205037 with LAUSD to add or delete other services to the Agreement, contingent upon prior review and approval by County Counsel and the Chief Executive Office, with notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommended action will allow the Interim Director of the Department of Health Services (DHS) to execute an amendment, substantially similar to Exhibit I, to add school-based health assessment services for students at LAUSD-identified sites. The purpose of the expanded services is to assess the health needs of the students and help create a safe and wholesome environment in partnership with LAUSD. A computerized assessment tool will be used to screen the students and its de-identified data will quantify the community's health needs and the need for additional health services. This data will also assist in identifying emerging trends. Approval of the second recommendation will delegate authority to the Interim Director to add or delete health services provided under the Agreement.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no monetary exchange between the parties and screening services are not billable. The supplies, equipment, and computerized assessment tool for this program are paid for by a grant received by the Violence Intervention Program. LAC+USC residents will provide the services as part of their clinical rotations. The program is applying for other grants to be able to expand services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In October, 1995, your Board approved a Partnership Agreement with LAUSD so that DHS and Department of Public Health (DPH) staff can provide health services on school campuses identified by LAUSD. Although DPH is not currently providing services under the Agreement, LAUSD students are able to obtain tuberculosis screening and immunizations during the annual back-to-school immunization outreach services and at DPH public health centers.

The Agreement permits LAC+USC nursing and medical staff to screen and diagnose students, their siblings, and families. Other services may be added to the program, as needed, by mutual written consent of DHS and LAUSD. LAUSD shall furnish, at no cost, the necessary space for provision of DHS services and facilitate access to LAUSD students and their families. Focusing on the school-age population and their families can reduce emergency room visits and hospitalizations.

The amended Partnership Agreement will allow LAC+USC staff to continue visiting schools to conduct an initial assessment of the students utilizing a standardized tool to identify chronic health conditions. The assessments will focus on the most significant chronic conditions including asthma, obesity, hypertension, Post Traumatic Stress Disorder, depression, and risky behavior. As part of the screening process, staff will provide health/education promotion on nutrition, communicable disease awareness, and accident prevention on an informal basis. Staff will provide a copy of the assessment to the students whose parents have provided consent to conduct the assessment so they can share the information with their health care provider and, if they do not have a current health care provider, assist them with a referral to a health care provider in their community. These assessment services will only be provided to students with prior written consent and authorization from parents or guardians.

County Counsel has reviewed and approved Exhibit I, and the consent forms for parental signature prior to providing care.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will provide a computerized assessment of the health needs of the students, their families and the community.

The Honorable Board of Supervisors

10/20/2009

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:agl

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

PARTNERSHIP AGREEMENT WITH LOS ANGELES UNIFIED SCHOOL DISTRICT
AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

LOS ANGELES UNIFIED SCHOOL DISTRICT
(hereafter "LAUSD" or "District")

WHEREAS, reference is made to that certain document entitled, "Partnership Agreement With Los Angeles Unified School District," dated October 10, 1995, and further identified as County Agreement No. H-205037 (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of both parties to add the School-based Health Assessment Program to the Agreement; and

WHEREAS, it is the intent of both parties to make other changes as described herein; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on date of Board approval.
2. Agreement Paragraph 1, ADMINISTRATION, shall be deleted in its entirety and replaced with the following:

"1. ADMINISTRATION: Director shall administer this Agreement on behalf of County. The Director of Student Medical Services of LAUSD, or his or her duly authorized designee, shall administer this Agreement on behalf of LAUSD. Both parties shall mutually agree to the administrative requirements needed for administration of this program."

3. Subparagraph A of Agreement Paragraph 6, DESCRIPTION OF SERVICES, shall be deleted in its entirety and replaced with the following:

“6. DESCRIPTION OF SERVICES:

A. County medical staff shall be responsible for providing the services described herein at LAUSD school sites, with parent/guardian written approval. Such services may include: School Based Health Assessment Program which will identify, monitor, and make referrals for students’ undiagnosed and uncontrolled health issues, as appropriate. Among other health issues, students will be monitored for asthma, obesity, hypertension, Post Traumatic Stress Disorder, depression, and risky behavior.”

4. Agreement Paragraph 15, CONFIDENTIALITY, shall be deleted in its entirety and replaced with the following:

“15. CONFIDENTIALITY: County and LAUSD recognize that records and information maintained by them, respectively, relative to pupils, are confidential pursuant to Education Code Section 49060, et seq, and related provisions of federal and State law. LAUSD shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. LAUSD shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.”

5. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed in its behalf by its Director of Health Services and District has caused the same to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

LOS ANGELES UNIFIED SCHOOL
DISTRICT

District

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL